

State of New Hampshire  
Division of Plant and Property Management  
Bureau of Purchase and Property, Room 102  
25 Capitol Street, State House Annex  
Concord, N.H. 03301-6398

Date: July 9, 2004  
Proposal No.: 30  
Date of Proposal Opening: August 31, 2004  
Time of RFP Opening: 2:30 P.M.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: GARY W. DERAGON  
TEL NO. (603) 271-3231

PROPOSAL FOR: PROVIDE SNOW AND ICE REMOVAL SERVICES FOR THE WALKER FACILITY LOCATED AT 21 SOUTH FRUIT STREET CONCORD, NEW HAMPSHIRE 03301

Unless specifically deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

**GENERAL TERMS AND CONDITIONS  
FOR SERVICES**

**NATURE OF PROPOSAL AND ELIGIBILITY TO BID.** The proposal is submitted in accordance with Chapter 21-I and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the Director of Plant and Property Management. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be issued only by the Division of Plant and Property Management to authorized vendors and are not transferable.

**BIDS.** Bids must be received at the Division of Plant and Property Management before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Exercise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS:** Vendors must bid as specified. Any proposed changes must be detailed in writing and received at the Division of Plant and Property Management at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

**AWARD:** The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless otherwise noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

**INVOICING.** All invoices must be in triplicate showing Contract Number, Unit and Extension Prices and discounts allowed.

**PATENT INFRINGEMENT.** Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-I:14, VIII for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the standards set forth in Attachment O, Circular No. A-102, paragraphs 7,8 and 9 of the Federal Procurement Standards.

**TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**SPECIFICATION COMPLIANCE.** The vendor may be required to supply proof of compliance with the bid specifications. When requested, the vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel. #. \_\_\_\_\_

By: \_\_\_\_\_

**THIS BID MUST BE SIGNED BY A PERSON  
AUTHORIZED TO LEGALLY BIND THE BIDDER**

\_\_\_\_\_  
TYPE OR PRINT NAME

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF GENERAL SERVICES

BID FOR: SNOW & ICE REMOVAL SERVICES

The State of New Hampshire proposes to enter into an agreement with a contractor to provide snow plowing, removal and disposal of snow, sanding and salting as needed to maintain pavement bare as weather will permit, and provide access to the various parking lots during their normal hours of operation. The removal of snow must be accomplished after 9:00 P.M. and before 6:00 A.M. This proposal includes (5) parking areas as detailed on the attached plans at the below listed areas: (ATTACHMENT – A)

Walker Facility 21 South Fruit Street, Concord, New Hampshire 03301

This project consists of furnishing all labor, transportation, materials and equipment necessary to provide the required level of services as described herein.

The term of any resulting contract shall be for a (3) three-year period beginning November 1, 2004, and ending on October 31, 2007. The agreement may be renewed for an additional term of two years at the same terms and conditions.

**REQUESTED SITE VISIT**

It is requested that all bidders visit the sites specified in this proposal to acquaint themselves with pertinent local conditions such as accessibility, the general character of the sites and knowledge of conditions affecting the work. The bidder will contact General Services to set up appointment to tour the Walker facility parking lot.

The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. He shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract and also in accordance with contract drawings.

The Contractor shall conduct his work so as to interfere as little as possible with State business. He shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees to assign a Supervisor to review the daily parking lot and road conditions to insure that the road conditions meet the requirements of this agreement.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

Prior to the first snowfall to avoid the possibility of damaging curbing, shrubs, manholes, cyclone fencing, aluminum rail fencing, guard rails, electrical junction boxes and any other areas that are susceptible to damage because they are easily concealed by snowfall shall be staked out (clearly marked/identified) by the Contractor. The Contractor shall not commence work until a conference is held at which representatives of the Contractor, and the State are present. The conference will be arranged by the State.

Plowing is to be started within one (1) hour after the accumulation of snow is greater than two inches.

The parking lots are in use Sunday through Saturday between 6:00 A.M. and 9:00 P.M.

All parking lots shall be plowed and cleared of snow after 9:00 P.M. and before 6:00 A.M. All other snow deposited in the parking lots, entrances and exits shall be plowed and removed one hour before operation.

Removal of snow will be accomplished after the hours of use, between the hours of 9:00 P.M. and 6:00 A.M. If the storm is of such intensity as to require removal during the hours of operation of the parking areas, the Contractor may do so after the approval of the Contracting Officer.

**Salting and sanding to be accomplished as needed, or on request. The Contractor shall maintain a bare pavement policy on all areas. This should be accomplished with the use of road salt or other acceptable method as approved by the State.**

Equipment and Labor Requirements:

The Contractor shall furnish trucks, rubber tired front-end loaders; salt/sand spreaders and other equipment., i.e., frame, hoists, and plows as specified herein suitable for snow plowing, snow removal and salting/sanding together with the necessary drivers for the same.

The Contractor shall furnish trucks and equipment in numbers herein specified or as may be required from time to time for snow plowing or snow removal purposes. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers so as to operate the equipment efficiently. He shall furnish additional drivers to relieve the regular drivers when extended periods of work require.

The equipment, before being accepted for actual work, must be in proper mechanical conditions, and fully equipped as required, for efficient operation; must be properly registered and insured in accordance with the laws of the State of New Hampshire; and be equipped with accessories as required to meet the existing traffic conditions.

Minimum Equipment Required:

- 1) 1- 6 Wheel trucks GVW of 36,220 Lbs. With plows and wing plows.
- 2) 2- 2 axle trucks 4 wheel drive, with a minimum GVW of 8,500 lbs.
- 3) 1- Rubber tired front-end loader's with plows and wing plows with a minimum 2 cu. yd. capacity bucket loader.
- 4) 1-Ten yard and 1-Five yard - Mechanical salt/sand spreaders or any combination of the two.
- 5) Or any combination of equipment acceptable to the State.

The Contractor shall employ only competent people to do the work, and whenever the Contracting Officer shall notify the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed except with the consent of the State. All equipment shall be garaged within twenty (20) miles of Concord.

The State reserves the right to hire equipment other than from the Contractor if the Contractor's equipment does not report ready for service within one (1) hour of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.

The Contractor shall be required to supply the Contracting Officer with the name and telephone number of the Contractor's representative who will be on call in case of emergency twenty-four (24) hours a day.

### Equipment Inventory List

List of equipment proposed to be furnished by the undersigned on this proposal for snow plowing, snow and ice removal and salting and sanding.

TRUCKS	QUANTITY	YEAR	MAKE	CAP.	BLADE SIZE	REG #	ADDRESS GARAGED DURING <u>CONTRACT</u>
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GVW 32,220  
lbs. Truck\_\_\_\_\_

GVW 12,000  
lbs. Truck\_\_\_\_\_

GVW 10,000  
lbs. Truck\_\_\_\_\_

GVW 8,500  
lbs. Truck\_\_\_\_\_

GVW 8,500  
lbs. Truck\_\_\_\_\_

Rubber Tired  
Front End  
Loaders, with plows 2 c.y.\_\_\_\_\_

Rubber Tired  
Front End  
Loaders, with plows 2 c.y.\_\_\_\_\_

Salt/Sand Spreader\_\_\_\_\_

10 c.y.

Salt/Sand Spreader\_\_\_\_\_

5 c.y.

Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, address and telephone number of Contractor's agent who is on twenty-four (24) hour call.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

List three references and contact personnel that your firm has performed similar work for.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDS:**

Before submitting a bid, each vendor shall visit the sites and be responsible for having ascertained pertinent local conditions, such as the general character of the site and knowledge of conditions affecting the work. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the sites and is familiar with the conditions and requirements of these specifications. Arrangements to visit the respective sites can be made by calling Bill Hubbard a minimum of 24 hours in advance at (603) 271-3231.

Please execute and return one (1) copy of this bid.

Bids will be made public at the time of award and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped, stamped business size envelope.

The time and effort expended in bid preparation is entirely the responsibility of the bidder.

Requests for any changes in this bid must be submitted in writing to the Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, New Hampshire, 03301 on or before **August 13, 2004**.

**Award Consideration:**

Bids will only be considered from contractors that have the equipment necessary to perform the work and a satisfactory record of performance.

The contract shall be awarded on the basis of the lowest gross bid meeting specifications. The contract will be awarded on a three (3) year basis. The State reserves the right to reject any or all bids or any part thereof.

Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Governor and Council.

**Payment Terms:**

Payment shall be paid in full within thirty (30) days after receipt of a properly documented invoice and acceptance of the work to the State's satisfaction. The Contractor shall invoice the State with five (5) equal monthly installments per year in the months of December, January, February, March and April.

**Bid Bond or Security:**

A bid bond or security in the amount of **Five Hundred Dollars (\$500.00)** shall be submitted with the bid. Failure to submit this security shall be cause for bid rejection. Bidders, at their option, shall furnish a certified check, or bid bond as security in the amount required.

Securities submitted by unsuccessful bidders will be returned as soon as practical after the bid opening date.

**Performance Bond or Security:**

The successful bidder shall be required to furnish a performance bond or security payment in the amount of **Five Thousand Dollars (\$5,000)** within five (5) business days of notice of award. The successful bidder shall furnish a certified check, a letter or credit from a New Hampshire bank, or performance bond as security in the amount required. All checks shall be deposited in a non-interest bearing account.

**Insurance:**

The successful bidder shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the attached sheet.

The form contract included as Form A with this bid shall be part of the vendor's bid and shall be separately executed by the State and the contractor without alterations to evidence any contract awarded to the Contractor.

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**1.0 COST PER SEASON FOR SNOW REMOVAL, PLOWING, SANDING/SALTING**

<u>BUILDING</u>	<u>04 - 05 Season</u>	<u>05-06 Season</u>	<u>06-07 Season</u>
Walker Building	_____	_____	_____
<b>Total Price</b>	_____	_____	_____

**NOTE: BID MUST BE SIGNED ON THE FRONT COVER PAGE (GENERAL TERMS AND CONDITIONS ) IF YOUR BID IS TO BE CONSIDERED.**

STATE OF NEW HAMPSHIRE  
INSURANCE REQUIREMENTS

COVERAGE IS REQUIRED IF CHECKED BELOW      MINIMUM LIMITS REQUIRED

**COMPREHENSIVE GENERAL LIABILITY**

**INCLUDING:**

- ( ) \$500,000.00  
 ( ) \$1,000,000.00  
 (X) \$2,000,000.00  
 ( ) Other: \_\_\_\_\_  
 (X) Per Occurrence

1. ( ) Fire Legal Liability
2. (X) Broad Form Property Damage
3. (X) Premises Operation
4. (X) Products and Completed Operations
5. (X) Owners and Contractors Protective
6. ( ) Explosion and Collapse
7. ( ) Underground Hazards
8. (X) Independent Contractors
9. ( ) Personal and Advertising Injury

**AUTOMOBILE**

10. (X) Any Auto ( ) \$250,000/\$500,000/\$100,000
11. ( ) Employee Liability Endorsement ( ) \$500,000/\$1,000,000/\$100,000
12. ( ) Garage Liability (X) \$1,000,000

**13. (X) WORKERS COMPENSATION AND  
EMPLOYERS LEGAL LIABILITY**

- (X) N.H. Statutory  
 (X) \$100,000 Bodily Injury by  
     accident per employee  
 ( ) \$100,000 Bodily Injury by  
     disease per employee  
 ( ) \$500,000 Bodily Injury by  
     disease policy limit

14. ( ) Professional Liability ( ) \$1,000,000.00  
 ( ) \$2,000,000.00

15. ( ) Builders Risk; With Completed Value,  
Replacement Cost Endorsement      MINIMUM LIMITS REQUIRED

16. ( ) Installation Floater (Equipment) \_\_\_\_\_

17. ( ) Riggers Liability (Moving Equipment) \_\_\_\_\_

18. (X) Other: The State Of New Hampshire  
named as an additional insured



## FORM A – UNIFORM CONTRACT TERMS

This form contract, which is to be completed by incorporating the service requirements and price conditions established by the vendor's proposal, shall be promptly executed by the successful vendor and the State following notification of award. This contract form shall be part of all proposals and may not be omitted, waived, or modified.

**Failure to include Form A in the proposal may result in the rejection of the bid.**

Subject: MAINTENANCE AND SERVICE OF MECHANICAL EQUIPMENT FOR SEVEN (7) STATE OWNED FACILITIES.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions

1.1 State Agency Name Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 408, Concord, New Hampshire 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No.	1.6 Completion Date	1.7 Audit Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Gary W. Deragon Administrator		1.10 State Agency Telephone Number (603) 271-3148	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____ County of _____ On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he is executed this document in the capacity indicated in block 1.12			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature (s)		1.15 Name/Title of State Agency Signor(s) Donald S. Hill, Commissioner Dept. of Administrative Services	
1.16 Approval by Department of Personnel (rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

